

REQUESTED COMMISSION ACTION:

X Consent                      Ordinance                      X Resolution                      Consideration/  
 \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_                      Discussion                      \_\_\_\_\_  
 Presentation

SHORT TITLE      A resolution of the City of Pompano Beach approving and authorizing the  
proper city officials to execute a first amendment to the agreement between the  
City of Pompano Beach and Xpress Youth Development Institute, Inc. to  
provide leadership, administrative and coaching services to competitive youth track  
leagues in the City.

**Fiscal Impact: \$10 for indemnification**

**Term of Contract: May 14, 2016 – May 13, 2017**

**Summary of Purpose and Why:**

A license agreement with Xpress Youth Development Institute, Inc. to provide volunteer leadership, administration, and coaching services to competitive youth track leagues. This is the first amendment to the license agreement, which allows Xpress Youth Development Institute, Inc. to offer track programs to children at recreational facilities in the City of Pompano Beach.



Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: May 13, 2017
- (4) Fiscal impact and source of funding: \$10 for indemnification – 001-3920-572-55-40

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>4-8-16</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
Internal Audit	<u>4-12-16</u>	<u>Approve</u>	<u>[Signature]</u>
Risk Management	<u>4-19-16</u>	<u>approved</u>	<u>E. Beeche</u>
City Attorney	<u>4-13-16</u>	<u>[Signature]</u>	<u>[Signature]</u>
X City Manager		<u>[Signature]</u>	

**ACTION TAKEN BY COMMISSION:**

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results: _____
2 <sup>nd</sup> Reading		Results: _____

# MEMORANDUM

## Parks, Recreation & Cultural Arts

### Memorandum 16-A055

DATE: April 8, 2016

TO: Dennis Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mbs*

SUBJECT: Agenda Item – License Agreement with Xpress Youth Development Institute, Inc.

Please place the attached resolution on the April 26, 2016, City Commission Agenda. This is the first amendment to the license agreement is between the City and the Xpress Youth Development Institute, Inc. to provide voluntary leadership, administration, and coaching services to competitive youth track leagues in the city. The agreement allows Xpress Youth Development Institute, Inc. to hold track programs at various recreational facilities owned by the city. The agreement is for a term of one year May 13, 2016 – May 14, 2017. The City Attorney has added language in Article 8 B Contractor's Indemnification of City and Article 32 Public Records.

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager  
Cynthia Kitts, Recreation Manager



**City Attorney's Communication #2016-668**

March 21, 2016

**TO:** Jonathan Nasser, Interim Recreation Manager

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution and First Amendment – Xpress Youth Development Institute, Inc.

As requested in your memorandum received in our office on March 18, 2016, Parks and Recreation Department Memorandum No. 16-A051, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND XPRESS YOUTH DEVELOPMENT INSTITUTE, INC., TO PROVIDE LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO COMPETITIVE YOUTH TRACK LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to give me a call if I may be of further assistance.

  
MARK E. BERMAN

/jrm  
L:cor/rect/2016-668

Attachments

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND XPRESS YOUTH DEVELOPMENT INSTITUTE, INC., TO PROVIDE LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO COMPETITIVE YOUTH TRACK LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Amendment between the City of Pompano Beach and Xpress Youth Development Institute, Inc., to provide leadership, administrative and coaching services to competitive youth track leagues in the City, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Xpress Youth Development Institute, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

## **FIRST AMENDMENT**

**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the \_\_\_\_\_ day of

\_\_\_\_\_, 2016, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation located  
in Broward County, Florida (hereinafter "CITY"),

and

**XPRESS YOUTH DEVELOPMENT INSTITUTE, INC.**, a  
Florida not for profit corporation (hereinafter "CONTRACTOR").

**WHEREAS**, the parties entered into an Agreement to allow CONTRACTOR to use certain track facilities within the CITY for competitive track leagues in the City of Pompano Beach for boys and girls ages 5-18 on May 14, 2013, ("Original Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A," and approved by City Resolution No. 2013-225; and

**WHEREAS**, the parties now desire to amend certain terms and conditions to the Original Agreement to include the retention requirements of public records pursuant to Chapter 119 of the Florida Statutes, to include the consideration requirements for the indemnification terms and conditions, and to extend the Original Agreement for one (1) additional one-year period, ending May 13, 2017.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, covenants and mutual promises hereinafter set forth, the CITY and CONTRACTOR agree as follows.

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by reference.

2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending May 13, 2017.

4. Article 8 of the Original Agreement is hereby amended as follows:

**ARTICLE 8  
CONTRACTOR'S INDEMNIFICATION OF CITY**

...

B. CONTRACTOR shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the Mitchell/Moore Center. The Parties agree that \$10.00 payable by CITY, receipt of which is hereby acknowledged, shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Contract.

...

5. The Original Agreement is amended by adding additional language as follows:

**ARTICLE 32  
PUBLIC RECORDS**

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that

provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

6. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the Original Agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the Agreement.

7. That no other amendment to the terms of the Original Amendment shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONSULTANT":**

Witnesses:

**XPRESS YOUTH DEVELOPMENT INSTITUTE,  
INC., a Florida Not For Profit Corporation**

*[Signature]*

SCOTT R. MOORE

Print Name

By: *[Signature]*  
JOSEPH BALLARD, President

*[Signature]*

M. Bosance

Print Name

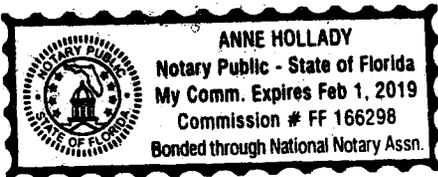
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of April, 2016, by Joseph Ballard, President of XPRESS YOUTH DEVELOPMENT INSTITUTE, INC., a Florida Not For Profit Corporation, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_

\_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



*Anne Hollady*  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298  
Commission Number

TAL/jrm  
3/21/16  
l:agr/recr/2016-672

**RESOLUTION NO. 2013- 225**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND XPRESS YOUTH DEVELOPMENT INSTITUTE, INC., TO PROVIDE LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO COMPETITIVE YOUTH TRACK LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.**

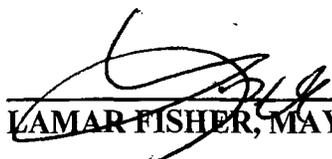
**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Xpress Youth Development Institute, Inc., to provide leadership, administrative and coaching services to competitive youth track leagues in the City, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

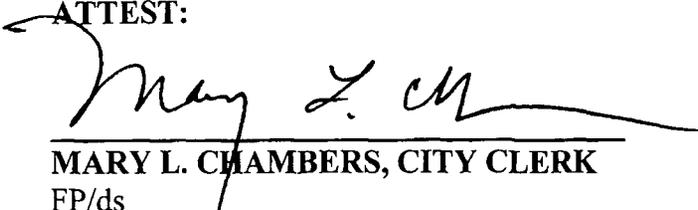
**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Xpress Youth Development Institute, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 14th day of May, 2013.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

FP/ds

3/713

l:reso/2013-192f

**City of Pompano Beach**

**AGREEMENT**

**with**

**Xpress Youth Development Institute, Inc.**

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## AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this 14 day of May, 2013, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

**XPRESS YOUTH DEVELOPMENT INSTITUTE, INC.**, a Florida non-profit corporation (hereinafter "CONTRACTOR").

**WHEREAS**, CONTRACTOR is an organized non-profit recreation group which provides leadership, administrative, coaching, mentoring, social networking, tutoring, crime prevention, and track and field services for competitive track leagues in the City of Pompano Beach for boys and girls ages 5-18; and

**WHEREAS**, the CITY recognizes CONTRACTOR as providing a valuable service to the community through its extensive use of volunteers and attendant resources; and

**WHEREAS**, CONTRACTOR is able and prepared to provide the services and the insurance set forth respectively in Exhibits 1 and 2 attached hereto and made a part hereof; and

**WHEREAS**, subject to the terms of this Agreement and the Lease and Funding Agreement For Lease of Recreational Facilities at Blanche Ely High School (the "Lease") between the CITY and the School Board of Broward County, Florida (the "SCHOOL BOARD") attached hereto and made a part hereof as Exhibit 3, CONTRACTOR may use the track facility at Blanche Ely High School (hereinafter collectively the "Track Facility") to provide leadership, administrative and coaching services to competitive youth track leagues in the City of Pompano Beach (the "Program" as further detailed in Exhibit 1); and

**WHEREAS**, subject to the terms of this Agreement, City also agrees to allow CONTRACTOR use of the Mitchell/Moore Center for Program activities should the Track Facility not be available for CONTRACTOR's use; and

**WHEREAS**, the CITY has determined entering into this Agreement with CONTRACTOR is in the best interest of the public; and

**WHEREAS**, the CITY and CONTRACTOR desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and CONTRACTOR agree as follows.

**ARTICLE 1  
REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to CONTRACTOR which CITY acknowledges CONTRACTOR has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. CONTRACTOR shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. **Representations of Xpress Youth Development Institute, Inc.** CONTRACTOR makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Xpress Youth Development Institute, Inc. is a Florida non-profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. CONTRACTOR's execution, delivery, consummation and performance under this Agreement will not violate or cause Xpress Youth Development Institute, Inc. to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

3. The individual executing this Agreement and related documents on behalf of Xpress Youth Development Institute, Inc. is duly authorized to take such action which action shall be, and is, binding on CONTRACTOR.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting Xpress Youth Development Institute, Inc. or its principals that CONTRACTOR is aware of which would have any material effect on CONTRACTOR's ability to perform its obligations under this Agreement.

5. CONTRACTOR represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by CONTRACTOR and its employees, subcontractors or other agents under this Agreement will be the skill and care used by competitive youth track program administrators and coaches currently practicing under similar circumstances in the same locality.

7. The CITY shall be entitled to rely upon the administrative, coaching and technical skills of CONTRACTOR or by others authorized by CONTRACTOR under this Agreement.

8. CONTRACTOR represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

**ARTICLE 2  
NON-ASSIGNABILITY AND SUBCONTRACTING**

This Agreement is not assignable and CONTRACTOR agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

Any attempt by CONTRACTOR to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of CONTRACTOR's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of CONTRACTOR hereunder shall immediately cease and terminate.

Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

**ARTICLE 3  
TERM AND RENEWAL**

The City hereby engages CONTRACTOR to serve as its Program Administrator for the Program at the Track Facility for a term of three (3) years, commencing May 14, 2013, and ending May 13, 2016. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

**ARTICLE 4**  
**RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide the leadership, administrative and coaching services hereunder consistent with policies adopted by CITY which specifically require CONTRACTOR to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. CONTRACTOR agrees to follow the policies and directives of the CITY's Recreation Programs Administrator but in the absence thereof, CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

CONTRACTOR shall perform the duties set forth below at the Track Facility, including such other duties as the CITY may, from time to time, require.

1. CONTRACTOR shall plan, administer and coordinate all aspects of the Program at the Track Facility, including supervising all CONTRACTOR's coaches, employees, volunteers and other representatives or agents.

2. CONTRACTOR's provision of Program services hereunder shall be offered at competitive prices for the Broward County area which must be pre-approved in writing by the CITY's Recreation Programs Administrator.

3. CONTRACTOR shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against CONTRACTOR's provision of services under this Agreement.

4. CONTRACTOR is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under CONTRACTOR's exclusive direction and control and not deemed employees or agents of the CITY.

5. CONTRACTOR shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

6. CONTRACTOR shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

7. CONTRACTOR shall promptly respond to complaints from the CITY, Program participants, and patrons of the Track Facility or Mitchell/Moore Center regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. CONTRACTOR shall develop a comprehensive competitive youth track program for boys and girls ages 5-18 which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the Track Facility, CONTRACTOR is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

9. CONTRACTOR shall immediately provide the CITY's Recreation Program Administrator written notice of any repairs or maintenance necessary to keep the Track Facility or Mitchell/Moore Center in good and safe condition.

10. CONTRACTOR shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against CONTRACTOR's provision of Program services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

11. CONTRACTOR shall develop, organize and promote youth track leagues, tournaments, socials and member relations at the Track Facility.

12. CONTRACTOR shall give the SCHOOL BOARD and CITY prompt written notice of any accidents occurring at the Track Facility in which damage to property or injury to a person occurs.

13. CONTRACTOR shall give the CITY prompt written notice of any accidents occurring at Mitchell/Moore Center in which damage to property or injury to a person occurs.

#### **ARTICLE 5 RESPONSIBILITIES OF CITY**

CITY shall provide CONTRACTOR with use of the Track Facility for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the Track Facility due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

#### **ARTICLE 6 ACCOUNTING AND RECORD KEEPING PROCEDURES**

A. CONTRACTOR shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of

five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

B. CONTRACTOR shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to CONTRACTOR's provision of Program services under this Agreement.

C. CONTRACTOR and its employees shall maintain a daily log that provides the names, dates and time of all its employees, volunteers or agents utilizing the Track Facility or Mitchell/Moore Center which shall at all times be available to CITY personnel.

#### **ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE TRACK FACILITY**

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the Track Facility for special group functions upon reasonable written notice to CONTRACTOR.

#### **ARTICLE 8 CONTRACTOR'S INDEMNIFICATION OF CITY**

A. CONTRACTOR shall indemnify, defend and save harmless the SCHOOL BOARD and CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the Track Facility.

B. CONTRACTOR shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the Mitchell/Moore Center.

C. CONTRACTOR shall be solely responsible for insuring all stock and inventory at the Track Facility against damage or loss of any nature or kind. CONTRACTOR acknowledges and agrees that CITY and the SCHOOL BOARD assume no responsibility whatsoever for any property placed at the Track Facility and that CITY and the SCHOOL BOARD are hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of CONTRACTOR's presence and occupancy at the Track Facility.

D. CONTRACTOR shall be solely responsible for insuring all stock and inventory at the Mitchell/Moore Center against damage or loss of any nature or kind. CONTRACTOR

acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the Mitchell/Moore Center and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of CONTRACTOR's presence and occupancy at the Mitchell/Moore Center.

**ARTICLE 9  
INSURANCE**

CONTRACTOR shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 2. CONTRACTOR shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

**ARTICLE 10  
INDEPENDENT CONTRACTOR**

Both CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not a CITY employee.

**ARTICLE 11  
DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 16 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 16 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 16 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by CONTRACTOR.

**ARTICLE 12  
ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Recreation Programs Administrator shall annually review and evaluate CONTRACTOR's performance based on performance criteria developed by CITY utilizing the scope of services under this Agreement as set forth in Exhibit 1. The CITY shall provide CONTRACTOR with a written summary of said evaluation and provide an adequate opportunity for CONTRACTOR to discuss its evaluation with the CITY's Recreation Programs Administrator.

**ARTICLE 13  
TERMINATION**

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to CONTRACTOR in accordance with Article 16 herein. CONTRACTOR may terminate this Agreement, in whole or in part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Article 16 herein.

**ARTICLE 14  
NO DISCRIMINATION**

CONTRACTOR, while acting pursuant to this Agreement and in the solicitation or purchase of goods or services, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, color, creed, religion, age, sex, marital status, national origin, or physical or mental disability.

**ARTICLE 15  
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, CONTRACTOR certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 16  
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

**For CITY:**

City Manager  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
[dennis.beach@copbfl.com](mailto:dennis.beach@copbfl.com)  
(954) 786-4601 office  
(954) 786-4504 fax

**With a copy to:**

Recreation Program Administrator  
City of Pompano Beach  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
(954) 786-4191 office  
(954) 786-4113 fax

**For CONTRACTOR:**

Joseph Ballard  
4821 NW 19 Street  
Coconut Creek, FL 33063  
Phone#: (754) 366-9918  
Email: [jxpress.jb@gmail.com](mailto:jxpress.jb@gmail.com)  
Fax: (954) 917-8896

**ARTICLE 17  
GOVERNING LAW AND VENUE**

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 18  
CONTRACT ADMINISTRATOR**

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

Joseph Ballard shall serve as CONTRACTOR's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 19  
NO CONTINGENT FEE**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee,

commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of CONTRACTOR's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 20 ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

## **ARTICLE 21 FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or CONTRACTOR are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

## **ARTICLE 22 WAIVER AND MODIFICATION**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

CITY and CONTRACTOR may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**ARTICLE 23  
RELATIONSHIP BETWEEN THE PARTIES**

CONTRACTOR is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

**ARTICLE 24  
MISCELLANEOUS TERMS AND CONDITIONS**

A. Each March 1st under this Agreement, CONTRACTOR shall provide the CITY's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule; and a list of any special services requested from the CITY for that calendar year. In addition, to the extent possible, CONTRACTOR is required to provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes.

B. CONTRACTOR shall utilize the Track Facility or Mitchell/Moore Center exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. CONTRACTOR shall not allow, suffer or permit the Track Facility or the Mitchell/Moore Center to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

C. For each of CONTRACTOR's employees, volunteers, staff or other representatives providing services under this Agreement, at CONTRACTOR's sole expense and prior to allowing any of its representatives to provide services at the Center, CONTRACTOR shall (i) provide the CITY's Recreation Programs Administrator a written background check from Southeastern Security Consultants, Inc. in Marietta, Georgia or (ii) allow the CITY to conduct its own background check at CONTRACTOR's expense. CONTRACTOR's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

D. Pursuant to CITY-sponsored programs and at times designated by CITY, CONTRACTOR shall, at no cost to CITY or participants, provide forty (40) hours of youth instruction each year of this Agreement.

E. CONTRACTOR agrees to promote the Program to the citizens of Pompano Beach and that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

**ARTICLE 25  
SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 26  
APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

**ARTICLE 27  
ABSENCE OF CONFLICTS OF INTEREST**

CONTRACTOR represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. CONTRACTOR further represents no person having any interest shall be employed or engaged by it for said performance.

CONTRACTOR shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that CONTRACTOR intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by CONTRACTOR.

**ARTICLE 28  
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 29  
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

**ARTICLE 30  
NOT A LEASE**

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Track Facility or the Mitchell/Moore Center but rather a privilege granted to CONTRACTOR by CITY to provide the leadership, administrative and coaching services contemplated herein to competitive youth track leagues in the City of Pompano Beach.

**ARTICLE 31  
ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both

parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and CONTRACTOR and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY"

Witnesses:

**CITY OF POMPANO BEACH**

Betty J. Manes

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley R. Boulton

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

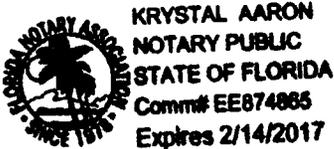
The foregoing instrument was acknowledged before me this 20th day of May, 2013, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**"CONTRACTOR"**

Witnesses:

**XPRESS YOUTH DEVELOPMENT  
INSTITUTE, INC.,** a Florida non-profit  
corporation

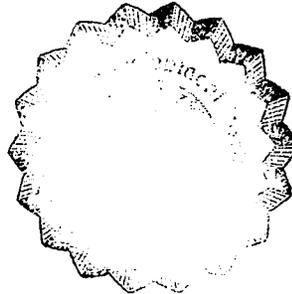
*SR Moore*

Print Name: SCOTT R. MOORE

*Sharon Auen*

Print Name: SHARON AUEN

By: *Joseph Ballard*  
JOSEPH BALLARD, PRESIDENT

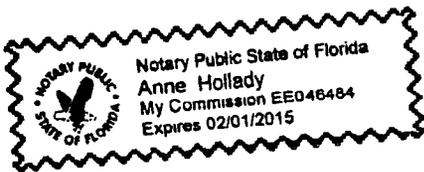


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Joseph Ballard as President of Xpress Youth Development Institute, Inc., a Florida non-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

*Anne Hollady*  
NOTARY PUBLIC, STATE OF FLORIDA



*Anne Hollady*  
(Name of Acknowledger Typed, Printed or Stamped)

EE046484  
Commission Number

3/6/13  
l:agr/rectr/2013-660f

## **“EXHIBIT 1”**

### **SCOPE OF SERVICES – XPRESS YOUTH DEVELOPMENT INSTITUTE, INC.**

- Servicing the youth of Pompano Beach through mentoring and track and field services.
- Xpress Youth Development Institute, Inc. will inform the City of Pompano Beach of any grant money/sponsorship/awarded to Xpress Youth Development Institute, Inc.
- Conduct track practices at Blanche Ely High School.
- Host an organized track meet at Blanche Ely High School.
- Provide transportation to organized track meets with transportation service made available with the City of Pompano Beach.
- Register participants with AAU organization.
- Register organization with AAU organization which provides insurance benefits.
- Complete inter local agreement with Broward County School Board under City of Pompano Beach for facility usage (lease agreement).
- Provide background checks for volunteers through SSCI.
- Xpress Youth Development Institute, Inc. will complete all registration transactions.
- Xpress Youth Development Institute, Inc. will set their own amount for all fees associated with track program fees which are not under City of Pompano Beach Code of Ordinances.

**“EXHIBIT 2”  
STANDARDIZED INSURANCE REQUIREMENTS  
OF THE CITY OF POMPANO BEACH**

Insurance

The vendor/contractor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
  
- B. Public Liability & Auto Liability Insurance
  - 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
  
  - 2) The types of insurance and minimum policy limits that are required are indicated by “XXXX” below.

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate
<b>PUBLIC LIABILITY</b>		
XXXX Comprehensive Form		
XXXX Premises - operations	Bodily Injury .....	\$200,000. \$300,000.
___ Explosion & collapse hazard	Property Damage .....	\$200,000. \$300,000.
___ Underground hazard	-- or --	
XXXX Products (if items are sold)	Bodily Injury and	
XXXX Contractual insurance	Property Damage	
___ Liquor legal (if items are sold)	Combined.....	\$200,000. \$300,000.
XXXX Independent contractors		
___ Personal injury	Personal Injury .....	\$200,000. \$300,000.
<b>AUTOMOBILE LIABILITY</b>		
	Bodily Injury	
XXXX Comprehensive Form	(each person/ each accident)	\$200,000 \$300,000.
___ Owned	Property Damage .....	\$200,000. \$300,000.
___ Hired	-- or -- Bodily Injury and	
___ Non-owned	Property Damage combined	\$200,000. \$300,000.
<b>EXCESS LIABILITY</b>		
___ Umbrella form	Bodily injury and	
___ other than umbrella	Property damage	
	Combined .....	\$2,000,000. \$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Firm shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061.

Exhibit 2

Insurance Xpress Youth Development Institute, Inc.

CERTIFICATE OF INSURANCE

DATE: 3/29/2010

CERTIFICATE NUMBER: 20160324400108

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Pompano Xpress Track Club
132 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.
INSURER B: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

Pompano Xpress Track Club Invitational (4/2/2016 - 4/3/2016)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Table with columns: INS TYPE OF INSURANCE, POLICY NUMBER(S), EFFECTIVE, EXPIRES, LIMITS. Rows include General Liability (A) and Umbrella/Excess Liability (B) with specific policy numbers and limits.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

RECEIVED
04-11-16
JFM

CERTIFICATE HOLDER:

City of Pompano Beach Parks & Recreation Department
1801 NE 6th Street
Pompano Beach FL 33060

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

Handwritten signature of Mike Price

**"EXHIBIT 3"**

**Lease & Funding Agreement for Lease of Recreational Facilities at Blanche Ely High School**

13818

**APPLICATION AND LEASE FOR USE OF PUBLIC SCHOOL FACILITIES**

**(Return to Issuing School for Principal's Approval)**

The applicant requests authorization for use of the public school facilities indicated for the purpose and at the times shown below:

School: Blanche Ely High School Facilities needed: Track  
Dates: Feb. 2013--July 2013 From: 6:00 pm A.M. To: 8:00pm A.M.  
(If necessary, attach a schedule showing dates of use)

Nature and purpose of use: Track Practice for Pompano Xpress

Name(s) of Speaker(s): \_\_\_\_\_

Custodian \_\_\_\_\_ To be paid by: \_\_\_\_\_ Security/Police: Yes: \_\_\_\_\_ # \_\_\_\_\_  
No: x

Equipment: \_\_\_\_\_ Special Assistance: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Applicant (Lessee): City of Pompano Beach

Applicant's Mailing Address: 901 NW 10th Street, Pompano Beach, FL 33060

- SCHOOL ALLIED GROUP
- GOVERNMENT ORGANIZATION
- NOT-FOR-PROFIT 501(c)(3)  
(please attach IRS certification/documentation)
- OTHER

Applicant Contact Kacey Young Phone No.: 954-786-4131

Fax No.: 954-786-4175

Total Rental Fee: \$ N/A (Organizations must prepay rental fee before gaining access to school facilities.)

A deposit in the amount of \$ \_\_\_\_\_ must be submitted with the application no later than \_\_\_\_\_  
This deposit shall be received into the school's Internal Accounts Trust Fund. (The deposit will apply toward the total charges)

**LIABILITY INSURANCE REQUIREMENTS** (Governmental agencies may not be subject to liability insurance requirements.)

LIMITS:	Bodily Injury	\$100,000 per person, \$300,000 per occurrence
	Property Damage	\$25,000 per occurrence

**NOTE:** A Certificate of Insurance reflecting the above limits must be attached to this application. **The School Board of Broward County, Florida, must be named as an additional insured under the general liability policy coverage.** Insurance requirements for Circus and Carnivals please refer to School Board policy 1341, paragraph 13.

I (person requesting lease), Kacey Young, signing on behalf of myself and the organization I represent, do hereby solemnly swear or affirm that we support the Constitution of the United States and of the State of Florida. I do hereby also swear or affirm on behalf of the organization named herein that no person is excluded from membership in such organization nor from participating in the activity or program covered by this agreement on the grounds of sex, race, color or national origin.

Date of Application: 1/31/13 Kacey Young  
Signature of Applicant

Approved by: [Signature]  
Principal

Approved by: [Signature] 2/1/13  
Superintendent of Designee

**AUTHORIZATION OF USE OF PUBLIC SCHOOL FACILITIES IS CONDITIONED UPON ADVANCE PAYMENT OF THE CHARGE(S) SHOWN ABOVE AND COMPLIANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE.**

**Exhibit 3**

**NOTICE OF FACILITY USAGE**

**The School Board of Broward County, Florida (SBBC)/ City of Pompano Beach (COP)**

Date: Jan. 25, 2016

Location: Blanche Ely High School

Activity/ Event: Track Practice / Track Meet for Pompano Express  
City of Pompano

Facility	Dates	Times
<u>Track Practice</u>	<u>Jan. 25 - June 30, 2016</u>	<u>6pm - 8pm</u>
<u>Track Meet</u>	<u>April 2, 2016</u>	<u>7am - 5pm</u>

Charges (if applicable)

Service/Item	Amount
<u>Track Practice</u>	<u>N/A</u>
<u>Track Meet (School Personnel)</u>	<u>704.00</u>

Contact Person (COP): Ron Upshaw ~~95~~

Phone: 954-786-4131 Ron.Upshaw@COPbFL.com

Contact Person (SBBC): Connie Brown

Phone: 754-322-0956

Authorized Signature  
Ron Upshaw  
City of Pompano Representative

[Signature]  
SBBC School Principal/Designee

Approved:

Disapproved:

White-SBBC event location

Yellow-SBBC Risk Management

Pink-COP